



WBP, LLC Terms and Conditions

Client: _____ Contract No. _____

Contract Effective Date ____ / ____ / ____ Contract Signed Date ____ / ____ / ____

WBP Service Provider(s) Contracted: _____

Application of these terms

1. These terms and conditions shall apply in respect of all goods and services we supply to you whether specified detail agreed to in the contract or otherwise ("the Service"). Except to the extent that these terms and conditions are varied by mutual consent they together with the brief and quotation of party's present or not shall constitute the entire agreement between us and shall prevail over your own terms and conditions. You agree that in entering into this agreement, you shall not rely on any representation or understanding, whether oral or in writing, which is not included or referred to in these terms and conditions.

Delivery

2. The Service shall be delivered to you in accordance with the form agreed upon, orally or tangibly, developed through concept meetings or written proposals within time of completion agreed upon, unless otherwise communicated to Client due to delays with delivery.

3. We shall produce one Master Copy of the production only for your use or for agreed use of advertisement. Should you require further copies an additional charge will apply. A separate quotation will be issued for the production of additional copies

4. Times given additional Master Copy of the Service provided may vary in price on additional copies given, and time shall not be of essence.

5. Master copy will be preserved for up and not limited to 2 months after agreed time of Service proved date either tangible or linked copy of any form.

Acceptance and Changes

6. The Service shall be made available for acceptance at agreed stages. At each agreed stage changes to the Service shall only be permitted one free redo for the first & original Master Copy.

7. Other than as stated in clause 6 above changes to the Master Copy either brief or otherwise will result in additional chargeable fee one hundred and fifty dollars to accommodate time used on project. Changes to Master Copy include the following:

a. Changes that result from inaccurate or misleading information having been supplied by you in preparation of the brief;

b. Changes that result from your failure to obtain consent from any third parties or employees necessary in the delivery of the Service;

c. Changes that result from a significant change to the brief;

d. Additions to the original brief in the form of extra variations or edits of the originally planned piece such as shorter 'highlights' edits or specific web versions that are not agreed at the outset.

Payment

8. Payment terms will be set out in the relevant quotation issued by us to you. Where payment terms are not set out in the relevant quotation

a. Payment to be made in US Dollars.

b. Payment is reserved to be presented in form of which service provider requires.

b.1 Payment for the Service provider in the Service of photography is required after the document is submitted

b.2 Payment for the Service provider in the Service of videography payment is required upon completion of the Master Copy. Failure to product payment will result in with holdment of the Master Copy from all parties involved.

9. Where possible we will interim invoice in respect of the Service. Where the quote exceeds \$2000 we reserve the right to invoice for the production component of the Service immediately following its completion.

10. If payment is overdue and/or you are in breach of your obligations set out in this agreement we reserve the right (without prejudice to any other right or remedy available to us) to stop or postpone delivery or performance under this agreement and we will not be liable for any loss you may suffer as a result of application of this. We shall keep materials supplied by us to you until payment has been made as mentioned in clause b.2.

11. Payment is to be made in full without any discount deduction, set off or abatement.

12. We reserve the right to appropriate any payment made by you and apply it in total or partial satisfaction of any debt due from you to us.

Cancellation, Safety and Insurance

13. Dates for production are agreed in advance and confirmed by you. Where these dates are cancelled whether due to a request from you or due to an amendment by you that results in a cancellation the following charges will apply where the cancellation notice is given or is caused:

- a. Down payment agreed to above is non refundable
- b. Within 48 hours of shoot date – 50% of daily shoot rate
- c. Within 24 hours of shoot date – 100% of daily shoot rate

13. Where the shoot shall take place at your premises or a location designated by you the responsibility for ensuring said location is safe and that adequate insurance is in place shall be vested in you.

Expenses

14. All reasonable expenses incurred by us in providing the Service shall be at your cost. Where possible expenses will be pre-arranged with you and/or set out in the quotation. In the absence of prior notification of expenses the following rates shall apply:

- a. All mileage will be charged according
- b. Overnight stay \$150 per person

Our Copyright Policy

15. We operate a fair approach to copyright. All copyright vested in the media produced by us shall be assigned to you subject to the following:

- a. Music shall be added and used according to copyright infringement laws listed by social media platforms not limited to, but extending to Instagram, Facebook, and YouTube.
- b. All advertising and social media presents given by photographer or videographer do reserve the right to be promoted as original creator
- c. We reserve the right to use all photography and videography from events to promote or brand. Issues in doing such need to be expressed verbally or tangibly before Posted.
- d. Our enforcement of the above conditions is subject to our adherence to the Storage Policy as outlined below.

Storage Policy

16. All media produced by us on your behalf will be stored as follows:

- a. All footage will be captured in Hi-Definition (as standard or 4K) and stored on a USB or External hard drive chosen by service provider as need be;

b. All footage on the USB or External hard drive is retained as a Master copy listed above.

However we are not responsible for failure to keep footage past the listed time of 2 months above;

c. Following completion of a beta edit the footage is then copied to a secondary back up hard drive at our studio to protect against electronic drive failure. All original source tapes are then transferred to the final copy for delivery from us to you upon completion.

Warranties and Liability

17. We warrant that we will use all due skill and care in providing you with the Service. Other than as expressly provided for in these terms and conditions no warranty, guarantee or other term relating to the provision of the Service whether implied by statute, common law or otherwise is given, however where we supply goods to you as part of the Service we shall, where possible, assign to you the benefit of any warranty, guarantee or indemnity given to us by the persons supplying the goods to us.

18. We shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any materials supplied by you to us or instructions supplied by you which are incomplete, incorrect, inaccurate or illegible, or arising from their late arrival or non-arrival, or any other fault of yours.

19. You agree to indemnify and hold us harmless for all liabilities, loss, claims and expenses that may arise from any breach of these terms and conditions by you, including any third party liabilities incurred by us.

20. Any claim that you may have against us must be notified to us in writing within one month of the claim arising.

Assignment

21. We reserve the right to assign or subcontract any or all of the rights and obligations under these terms and conditions without your further consent to such assignment or sub-contract.

Severance

22. If any provision of these terms and conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable the parties shall agree to amend the relevant provision as shall be necessary to ensure its application and the remaining provisions of the Contract shall remain full force and effect.

Waiver

23. Any waiver by us of any breach of or any default under any provision of this agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the terms of this agreement.

Upon reading the terms and conditions listed above you do subsequently submit yourself to all of the terms and conditions listed above. If you agree to all of the terms and conditions above and are pleased to continue then please sign below. ***Signature is REQUIRED***

Service Recipient

For Service Sign Here:

First _____ Last _____ First _____ Last _____

Service Provider Present:

First _____ Last _____